

**Exhibit F**  
**to the**  
**Declaration of Ryan S. Hilbert In Support Of**  
**Maritz's Motion To Stay Arbitration Pending**  
**Determination Of Arbitrability**



FARELLA BRAUN + MARTEL LLP

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RODERICK M. THOMPSON  
rthompson@fbm.com  
D 415.954.4445

November 2, 2007

*Via Federal Express and E-Mail*

Charles A. Weiss  
Bryan Cave LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, MO 63102-2750

Re: Visa v. Maritz

Dear Charlie:

We received your letter dated November 1, 2007 along with Maritz's mediation submission. We, too, are hopeful that the mediation scheduled for November 7 in Chicago can resolve the significant dispute between our clients. Quite frankly, however, the tone and content of your separate letter does not bode well for success in the mediation.

Today Visa USA Inc. submitted to the AAA the enclosed Demand for Arbitration with Maritz pursuant to the July 9, 2007 Letter Agreement. (The original Demand is enclosed via Federal Express.) Because you and Mr. Gallant have stated several times that Maritz contends it is not bound by that Agreement, Visa USA Inc. has also today filed a Complaint in San Francisco seeking to compel arbitration. We have not, however, taken any steps to serve that Complaint, which would be unnecessary if the dispute is resolved in mediation or if Maritz agrees to submit to arbitration.

With respect to the specific demands made in your November 1, 2007 letter, Visa has already taken appropriate steps to preserve relevant ESI in anticipation that its dispute with Maritz might reach litigation. We trust that Maritz has done the same; please notify me immediately if Maritz contends it that it has not been under an obligation to preserve such data. Visa, however, does not agree that the dozens and dozens of categories of information recited in your letter are necessarily relevant or will be preserved. Furthermore, Visa has no ability or obligation to preserve data of any other entity.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RMT', followed by a stylized flourish.

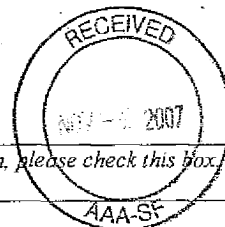
Roderick M. Thompson

RMT:avd  
Enclosure  
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American Arbitration Association  
Dispute Resolution Services Worldwide

COMMERCIAL ARBITRATION RULES  
DEMAND FOR ARBITRATION



<b>MEDLATION:</b> If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box <input type="checkbox"/> There is no additional administrative fee for this service.					
Name of Respondent Maritz Inc., d/b/a Maritz Loyalty Marketing			Name of Representative (if known) Charles A. Weiss		
Address 1375 N. Highway Drive			Name of Firm (if applicable) Bryan Cave LLP		
			Representative's Address One Metropolitan Square, 211 North Broadway, Suite 3600		
City Fenton	State MO	Zip Code 63099-	City St. Louis	State MO	Zip Code 63102-2750
Phone No.		Fax No.	Phone No. (314) 259-2215		Fax No. (314) 552-8215
Email Address:			Email Address: casweiss@bryancave.com		
The named claimant, a party to an arbitration agreement dated <u>July 9, 2007</u> , which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.					
<b>THE NATURE OF THE DISPUTE</b> Determination of the validity of agreement to arbitrate dispute over software contract and related claims, and determination of procedures to be used in arbitration. Once arbitration procedures are established, Visa will submit its amount of claim on the merits to be arbitrated.					
Dollar Amount of Claim \$			Other Relief Sought: <input type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/ Exemplary <input type="checkbox"/> Other		
AMOUNT OF FILING FEE ENCLOSED WITH THIS DEMAND (please refer to the fee schedule in the rules for the appropriate fee) \$3,250.00					
PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE:					
Hearing locale <u>San Francisco</u> (check one) <input checked="" type="checkbox"/> Requested by Claimant <input type="checkbox"/> Locale provision included in the contract					
Estimated time needed for hearings overall: _____ hours or <u>2</u> days			Type of Business: Claimant <u>Payment Card Provider</u> Respondent <u>Loyalty Program Provider</u>		
Is this a dispute between a business and a consumer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does this dispute arise out of an employment relationship? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If this dispute arises out of an employment relationship, what was/is the employee's annual wage range? Note: This question is required by California law. <input type="checkbox"/> Less than \$100,000 <input type="checkbox"/> \$100,000 - \$250,000 <input type="checkbox"/> Over \$250,000					
You are hereby notified that copies of our arbitration agreement and this demand are being filed with the American Arbitration Association's Case Management Center, located in (check one) <input type="checkbox"/> Atlanta, GA <input type="checkbox"/> Dallas, TX <input type="checkbox"/> East Providence, RI <input checked="" type="checkbox"/> Fresno, CA <input type="checkbox"/> International Centre, NY, with a request that it commence administration of the arbitration. Under the rules, you may file an answering statement within fifteen days after notice from the AAA.					
Signature (may be signed by a representative) <u>Roderick M. Thompson</u>			Date: <u>Nov. 2nd, 2007</u>		
Name of Claimant VISA U.S.A. Inc.			Name of Representative Roderick M. Thompson		
Address (to be used in connection with this case) P.O. Box 194607			Name of Firm (if applicable) Farella Braun + Martel LLP		
Representative's Address 235 Montgomery Street					
City San Francisco	State CA	Zip Code 94119-4607	City San Francisco	State CA	Zip Code 94104-
Phone No.		Fax No.	Phone No. (415) 954-4445		Fax No. (415) 954-4480
Email Address:			Email Address: rthompson@fbm.com		
To begin proceedings, please send two copies of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to the AAA. Send the original Demand to the Respondent.					
Please visit our website at <a href="http://www.adr.org">www.adr.org</a> if you would like to file this case online. AAA Customer Service can be reached at 800-778-7879					



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July 9, 2007

Via Fax and U.S. Mail

Fax: 636-827-5485

Steven M. Gallant  
Associate General Counsel  
Maritz Inc.  
1375 N. Highway Dr.  
Fenton, MO 63099

Re: Master Services Agreement dated April 17, 2006 (the "Agreement") between  
Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz Loyalty Marketing

Dear Steve:

This follows up on our telephone conversation of July 5, 2007. We agreed that our clients' respective claims for damages resulting from alleged breaches of the Agreement and related claims will all be resolved outside of court. In particular, we agreed to the dispute resolution framework set out below.<sup>1</sup>

First Stage: Direct negotiations for a period of 30 days. For example, assuming that negotiations begin by July 30, 2007, we agreed that they would conclude on August 30, 2007. As to the tentatively scheduled July 12 meeting, Visa prefers to have counsel attend and, therefore, the meeting must be rescheduled since you cannot attend. Visa's business representatives will be in touch with their Maritz counterparts to reschedule.

Second Stage: Mediation, before a mutually acceptable mediator at a location to be agreed and to be conducted within 60 days thereafter.

Third Stage: Binding arbitration pursuant to the AAA Commercial Rules. Subject only to the schedules of the arbitrators, the hearing must be commenced within 90 days after the conclusion of the mediation process. The arbitration will allow for only limited discovery and a

<sup>1</sup> While we both understand that further details on the dispute resolution process will need to be worked out between us if the dispute is not resolved in the first stage, our clients intend to be bound by this agreement to resolve all disputes outside of court. To the extent they are unable to agree on any aspect of the procedure, such disagreement will be resolved by the applicable rules and procedures of the American Arbitration Association ("AAA").



Steven M. Gallant

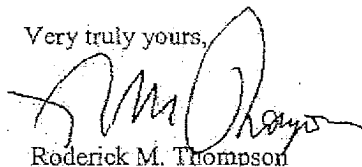
July 9, 2007

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streamlined schedule. (Although we did not discuss these details, Visa would prefer three neutral arbitrators and baseball or high-low arbitration; I will send you a draft agreement for review under separate cover.)

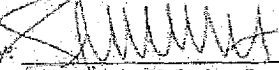
Please confirm Maritz' agreement to the foregoing by countersigning in the space provided below. We appreciate your courtesy and cooperation.

Very truly yours,



Roderick M. Thompson

SO AGREED.

By:   
On behalf of Maritz, Inc.

Dated: July 10 2007

RMT:avd

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